



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
REAL ESTATE DIVISION
PO BOX 527
RIVERDALE, NORTH DAKOTA 58565

January 10, 2013

Kyle Waliezer
Slawson Exploration Company
P.O. Box 591
New Town, North Dakota 58763-0591

Dear Mr. Waliezer

Enclosed find two copies of proposed License No. DACW45-3-13-8024. The license, when fully executed, will grant Slawson Exploration Company the use of Garrison Dam/Lake Sakakawea Project lands located in Sections E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 32 and the S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 33, Township 152 North, Range 91 West, Mountrail County, North Dakota for the purpose of oil well spill remediation.

It is requested that Slawson Exploration Company review the license and have the proper individual execute both copies of the license document. Also enclosed is a Certificate of Authority that must be executed attesting to the signature of the person signing on behalf of Slawson Exploration Company. Return both license copies and the Certificate of Authority in the provided envelope.

It is also requested that a check be forwarded in the amount of **Six Hundred and No/100 Dollars (\$600.00)**, made payable to "FAO USAED-Omaha". The \$600.00 consists of a one-time administrative processing and inspection fee.

After the license has been signed on behalf of the Department of the Army, an executed copy will be forwarded for Slawson Exploration Company's records. Direct any questions to the undersigned at (701) 654-7752.

Sincerely,

Timothy D. Kolke
Senior Realty Specialist
Civil Branch, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY
TEMPORARY CONSTRUCTION LICENSE
GARRISON PROJECT
MOUNTRAIL COUNTY, NORTH DAKOTA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his general administrative powers, hereby grants to **Slawson Exploration Company Inc.**, duly organized and existing under and by virtue of the laws of the State of **Kansas**, with its principal office at **1675 Broadway, Suite 1600, Denver, Colorado 80202-4675**, hereinafter referred to as the grantee, a license for temporary construction purposes for use in conjunction with oil well spill remediation, over, across, in and upon lands and waters of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of **One (1) Year**, beginning **December 18, 2012** and ending **December 17, 2013**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the cleanup, reclamation and restoration of Garrison Dam/Lake Sakakawea Project lands affected by an oil well spill for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **Slawson Exploration Company Inc., 1675 Broadway, Suite 1600, Denver, Colorado 80202-4675**, and if to the United States, to the District Commander, Omaha District, Attention: Chief, Real Estate Division, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Commander," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee's, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Commander may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises to be restored at the expense of the grantee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal or restoration work. The grantee shall also pay the United States on demand any sum, which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the American Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Commander at least ten (10) days notices in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically **PROHIBITED**. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources and where damage nonetheless occurs from the grantee's activities, the grantee's shall be liable to restore the damaged resource.

c. The grantee must obtain approval in writing from said officer before any pesticide or herbicides are applied to the premises.

16. HISTORICAL PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. 403), and Section 404 of the Clean Waters Act (33 U.S.C. 1344).

Prior to the execution of this license, the following site specific Condition Nos. 18, 19, 20, 21 and 22 were added hereto and made a part hereof:

18. USE OF THE PREMISES

No structures, power lines, pipelines or ground disturbance other than that herein authorized may be constructed or pursued upon the premises unless and until the type, use, design and proposed location has been approved in writing by said officer. Improvements constructed in accordance with plans approved by said officer shall remain the property of the grantee, or subsequent assignees, subject, however, to the provisions of the Condition on **RESTORATION**.

19. VEGETATION PROTECTION

The grantee shall not unnecessarily remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted. Within ninety (90) days of completion of construction, the grantee shall restore all disturbed land within the granted premises to a condition like or equal to that which existed prior to the work herein authorized. The grantee shall replace removed or damaged vegetation in accordance with the Garrison Project Tree/Vegetation Mitigation Plan and all subsequent written agreements derived from that plan. The grantee shall reseed all disturbed ground with a grass and forbs seed mixture approved by the Corps of Engineers or North Dakota Game and Fish Department, to conform with the surrounding vegetation. Reseeding dates will be determined by the Corps of Engineers. The grantee shall ensure survival of the reseeded area for a period of two (2) years from the planting date. The grantee shall replace all removed or damaged woody vegetation and ensure survival of the replaced trees and shrubs for a period of five (5) years from the planting date. The grantee will be required to control all noxious weeds within the right-of-way for the term of the easement. The grantee shall reseed and restore the disturbed area after termination of this right-of-way easement and ensure plant survival for a period of two years from the termination date.

**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

20. THREATENED AND ENDANGERED SPECIES

Threatened and endangered species census and productivity surveys will be conducted by Garrison Project Natural Resource personnel on the granted premises. If threatened or endangered species are observed on the premises during construction or operation of the granted facilities, the grantee will be required to cease all activities on the premises immediately. Garrison Project personnel will advise the grantee of appropriate actions that must be taken to avoid negative effects to those species, which may include temporary or long term cessation of construction and/or operation of the facilities on the granted premises.

21. CONSTRUCTION AND SITE SPECIFIC CONDITIONS

a. Prior to accessing federal lands, all equipment associated with the oil spill remediation must be pressure washed or air blasted to remove all existing soils and/or vegetation to prevent the introduction of noxious weeds or other undesirable vegetation. The grantee must provide proof of the cleaning to the Garrison Project Natural Resource Office within three (3) days of the cleaning. Prior to accessing federal waters, all equipment must be cleaned and inspected by a representative of the North Dakota Game and Fish Department to prevent the introduction of Aquatic Nuisance Species. The grantee must provide proof of the inspection to the Garrison Project Natural Resource Office within three (3) days of the inspection.

b. The grantee shall insure that all equipment associated with the oil spill remediation shall be staged, stored and refueled off Project lands.

c. Maintenance of construction vehicles or equipment is prohibited on federal lands and waters. The storage of refueling vehicles or fuel tanks is prohibited on federal lands and waters.

d. Conifer and other oil mist impacted trees must be sprayed by the grantee with Ecobiotics (or a similar product) by December 31, 2102, and a follow-up application shall be made in the Spring of 2013. Applications shall be coordinated with the North Dakota Game and Fish Department (NDGF), Kent Luttschwager, POC, Phone # 701-774-4320.

e. The Lake Sakakawea ice located south and east of the Van Hook Recreation Area must immediately have spill-contaminated snow removed by the grantee from the ice by 2 skid-steers with snow buckets. The snow must be piled on the ice and removed from COE lands by December 31, 2012. One side-dump truck will be permitted to remove the snow via an agreed upon ingress/egress route.

f. Filter strips must be established by the grantee across key drainage features identified in the field by the Garrison Project Lake Manager by January 15, 2013. These filter strips must immediately be stripped of vegetation and weed free straw/hay and hydrophobic barriers must be installed across the drainage as a means to capture any spilled material that may potentially enter the Lake by runoff during Spring melting periods. Filter strips shall be monitored bi-weekly during winter/frozen periods and weekly during spring thaw to ensure filters are in place and functioning. Additional or replacement filters may be required dependent upon spring thaw

GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024

and precipitation conditions. The filter strips and absorbent barriers will be removed by the grantee as directed by the Garrison Project Manager.

g. Produced water samples from the Lunker2 well must be collected by the grantee immediately and analyzed for hydraulic fracturing additives. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

h. In order to establish potential baseline impacts, contaminated soil and snow samples must be collected immediately by the grantee from affected lake ice area and horseshoe snow bar for analysis of petroleum, formation water, hydraulic fracturing additives, and/or other potentially hazardous materials. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

i. Spring 2013 – Conifer and other oil mist impacted trees must be sprayed by the grantee with Ecobiotics no later than April 15, 2013. Deciduous trees must be sprayed approximately 2 weeks following juvenile leaf out.

j. Spring 2013 – NDGF will evaluate the requirement for the grantee to conduct a prescribed burn of the impacted grasslands. The grantee will hire a contractor approved by the NDGF and COE to conduct the controlled burn.

k. Around April 1, 2013, the grantee must collect soil and water samples from various areas including the horseshoe bar where tern and plovers nest. These sampling sites will be agreed upon by the grantee and COE. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

l. All collected fluids and contaminated materials must be disposed of off Garrison Project lands in a North Dakota State Health Department approved disposal location. Copies of chain of custody, material profiles, and volumes of each load disposed will be submitted to the Garrison Project immediately upon availability.

m. In the event roads, fences, gates, habitat or other infrastructure are damaged during remediation, they must be immediately repaired by the grantee at no cost to the United States or its lessees. Erosion control measures must be implemented during and after construction to minimize entry of sediments into Lake Sakakawea and wetland areas.

n. During the remediation process and upon completion of the oil spill remediation, the grantee must contact the Garrison Project Natural Resource Office to schedule on-going and final inspections of the granted lands to ensure all restoration, damages, and deficiencies have been completed or corrected. Additional remediation requirements and water and/or soil testing may be necessary in an effort to assess the effectiveness of the remediation measures. If the remediation efforts and results of the testing indicate damages to the resource, the grantee, COE and NDGF will assess the damages and determine if further remediation measures are required. Inspection results and further remediation requirements will be provided by the COE to the grantee in writing.

**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

o. The grantee's agents, employees and contractors are restricted to two access trails through public lands to the licensed area at the locations shown on the attached Exhibit "B". Any deviation from these access trails requires advance permission from the Garrison Project Natural Resource Office.

22. ACCESS

The use of said facilities by the grantee must not interfere with or obstruct access to and exit from the water areas by the general public for fishing, boating, and recreational purposes.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 2013.

Rick L. Noel
Chief, Civil Branch, Real Estate Division
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this ____ day of _____, 2013.

Slawson Exploration Company Inc.

BY: _____

TITLE: _____



SLAWSON EXPLORATION
COMPANY, INC.

January 25, 2013

Via FedEx Delivery

Timothy D. Kolke
Department of the Army
Corps of Engineers, Omaha District
Real Estate Division
201 1st Street
Riverdale, ND 58565
(Phone: 701-654-7752)

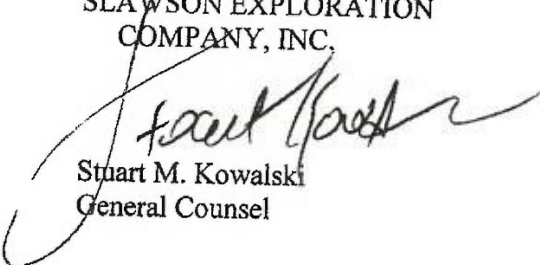
Re: Temporary Construction License No. DACW45-3-13-8024, Garrison
Project, Mountrail County, North Dakota

Dear Mr. Kolke:

Enclosed are two copies of the Temporary Construction License which have been signed on behalf of Slawson Exploration Company, Inc., along with our check in the amount of \$600.00 representing the administrative processing and inspection fee. Please return one fully-executed copy of the License to me.

Very truly yours,

SLAWSON EXPLORATION
COMPANY, INC.



Stuart M. Kowalski
General Counsel

SMK/flh
Enclosures
cc: Ray Gorka

727 N. Waco, Suite 400
Wichita, Kansas 67203
(316) 263-3201

SECI_CWA308-0563

VENDOR NO. 27422

DATE 1/24/13

CHECK NO. 247348

Voucher No.	Invoice No.	Date	Gross Amount	Discount	Net Amount
CV0368	012313	1/23/13	600.00		600.00
TOTALS			600.00		600.00

SLAWSON EXPLORATION COMPANY, INC.
WICHITA, KANSAS 67203

TOTALS

600.00

600.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 13 SECURITY FEATURES

SLAWSON EXPLORATION COMPANY, INC.727 N WACO #400 WICHITA, KS 67203
VOUCHER PAYABLE40-2
1011

No. 247348

DATE 1/24/13

AMOUNT

\$*****600.00

VOID AFTER 90 DAYS

PAY *** Six Hundred and 00/100 Dollars

TO
THE
ORDER
OFFAO USAED-OMAHA
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DIST
P.O. BOX 527
RIVERDALE, ND 58565INTRUST BANK, N.A.
WICHITA, KANSASNOT GOOD FOR MORE THAN
\$25,000.00
WITHOUT COUNTERSIGNATURE

(b) (7)(C)

SECI_CWA308-0564

DEPARTMENT OF THE ARMY
TEMPORARY CONSTRUCTION LICENSE
GARRISON PROJECT
MOUNTRAIL COUNTY, NORTH DAKOTA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his general administrative powers, hereby grants to **Slawson Exploration Company Inc., duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal office at 1675 Broadway, Suite 1600, Denver, Colorado 80202-4675**, hereinafter referred to as the grantee, a license for temporary construction purposes for use in conjunction with oil well spill remediation, over, across, in and upon lands and waters of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

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2. CONSIDERATION

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**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

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- a. without cost or expense to the United States
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- c. subject to other outgrants of the United States on the premises; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

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**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

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18. USE OF THE PREMISES

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The grantee shall not unnecessarily remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted. Within ninety (90) days of completion of construction, the grantee shall restore all disturbed land within the granted premises to a condition like or equal to that which existed prior to the work herein authorized. The grantee shall replace removed or damaged vegetation in accordance with the Garrison Project Tree/Vegetation Mitigation Plan and all subsequent written agreements derived from that plan. The grantee shall reseed all disturbed ground with a grass and forbs seed mixture approved by the Corps of Engineers or North Dakota Game and Fish Department, to conform with the surrounding vegetation. Reseeding dates will be determined by the Corps of Engineers. The grantee shall ensure survival of the reseeded area for a period of two (2) years from the planting date. The grantee shall replace all removed or damaged woody vegetation and ensure survival of the replaced trees and shrubs for a period of five (5) years from the planting date. The grantee will be required to control all noxious weeds within the right-of-way for the term of the easement. The grantee shall reseed and restore the disturbed area after termination of this right-of-way easement and ensure plant survival for a period of two years from the termination date.

20. THREATENED AND ENDANGERED SPECIES

Threatened and endangered species census and productivity surveys will be conducted by Garrison Project Natural Resource personnel on the granted premises. If threatened or endangered species are observed on the premises during construction or operation of the granted facilities, the grantee will be required to cease all activities on the premises immediately. Garrison Project personnel will advise the grantee of appropriate actions that must be taken to avoid negative effects to those species, which may include temporary or long term cessation of construction and/or operation of the facilities on the granted premises.

21. CONSTRUCTION AND SITE SPECIFIC CONDITIONS

a. Prior to accessing federal lands, all equipment associated with the oil spill remediation must be pressure washed or air blasted to remove all existing soils and/or vegetation to prevent the introduction of noxious weeds or other undesirable vegetation. The grantee must provide proof of the cleaning to the Garrison Project Natural Resource Office within three (3) days of the cleaning. Prior to accessing federal waters, all equipment must be cleaned and inspected by a representative of the North Dakota Game and Fish Department to prevent the introduction of Aquatic Nuisance Species. The grantee must provide proof of the inspection to the Garrison Project Natural Resource Office within three (3) days of the inspection.

b. The grantee shall insure that all equipment associated with the oil spill remediation shall be staged, stored and refueled off Project lands.

c. Maintenance of construction vehicles or equipment is prohibited on federal lands and waters. The storage of refueling vehicles or fuel tanks is prohibited on federal lands and waters.

d. Conifer and other oil mist impacted trees must be sprayed by the grantee with Ecobiotics (or a similar product) by December 31, 2102, and a follow-up application shall be made in the Spring of 2013. Applications shall be coordinated with the North Dakota Game and Fish Department (NDGF), Kent Luttschwager, POC, Phone # 701-774-4320.

e. The Lake Sakakawea ice located south and east of the Van Hook Recreation Area must immediately have spill-contaminated snow removed by the grantee from the ice by 2 skid-steers with snow buckets. The snow must be piled on the ice and removed from COE lands by December 31, 2012. One side-dump truck will be permitted to remove the snow via an agreed upon ingress/egress route.

f. Filter strips must be established by the grantee across key drainage features identified in the field by the Garrison Project Lake Manager by January 15, 2013. These filter strips must immediately be stripped of vegetation and weed free straw/hay and hydrophobic barriers must be installed across the drainage as a means to capture any spilled material that may potentially enter the Lake by runoff during Spring melting periods. Filter strips shall be monitored bi-weekly during winter/frozen periods and weekly during spring thaw to ensure filters are in place and functioning. Additional or replacement filters may be required dependent upon spring thaw

**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

and precipitation conditions. The filter strips and absorbent barriers will be removed by the grantee as directed by the Garrison Project Manager.

g. Produced water samples from the Lunker2 well must be collected by the grantee immediately and analyzed for hydraulic fracturing additives. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

h. In order to establish potential baseline impacts, contaminated soil and snow samples must be collected immediately by the grantee from affected lake ice area and horseshoe snow bar for analysis of petroleum, formation water, hydraulic fracturing additives, and/or other potentially hazardous materials. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

i. Spring 2013 – Conifer and other oil mist impacted trees must be sprayed by the grantee with Ecobiotics no later than April 15, 2013. Deciduous trees must be sprayed approximately 2 weeks following juvenile leaf out.

j. Spring 2013 – NDGF will evaluate the requirement for the grantee to conduct a prescribed burn of the impacted grasslands. The grantee will hire a contractor approved by the NDGF and COE to conduct the controlled burn.

k. Around April 1, 2013, the grantee must collect soil and water samples from various areas including the horseshoe bar where tern and plovers nest. These sampling sites will be agreed upon by the grantee and COE. Complete analytical reports must be submitted to the Garrison Project immediately upon availability.

l. All collected fluids and contaminated materials must be disposed of off Garrison Project lands in a North Dakota State Health Department approved disposal location. Copies of chain of custody, material profiles, and volumes of each load disposed will be submitted to the Garrison Project immediately upon availability.

m. In the event roads, fences, gates, habitat or other infrastructure are damaged during remediation, they must be immediately repaired by the grantee at no cost to the United States or its lessees. Erosion control measures must be implemented during and after construction to minimize entry of sediments into Lake Sakakawea and wetland areas.

n. During the remediation process and upon completion of the oil spill remediation, the grantee must contact the Garrison Project Natural Resource Office to schedule on-going and final inspections of the granted lands to ensure all restoration, damages, and deficiencies have been completed or corrected. Additional remediation requirements and water and/or soil testing may be necessary in an effort to assess the effectiveness of the remediation measures. If the remediation efforts and results of the testing indicate damages to the resource, the grantee, COE and NDGF will assess the damages and determine if further remediation measures are required. Inspection results and further remediation requirements will be provided by the COE to the grantee in writing.

**GARRISON PROJECT, NORTH DAKOTA
LICENSE NO. DACW45-3-13-8024**

o. The grantee's agents, employees and contractors are restricted to two access trails through public lands to the licensed area at the locations shown on the attached Exhibit "B". Any deviation from these access trails requires advance permission from the Garrison Project Natural Resource Office.

22. ACCESS

The use of said facilities by the grantee must not interfere with or obstruct access to and exit from the water areas by the general public for fishing, boating, and recreational purposes.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 2013.

Rick L. Noel
Chief, Civil Branch, Real Estate Division
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this 24th day of January, 2013.

Slawson Exploration Company Inc.

BY: Kathy A. Atkins

TITLE: Kathy A. Atkins, Vice President

LEGAL DESCRIPTION FOR OIL SPILL REMEDIATION

Those lands located in the $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}$ Section 32 and the $S\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$ Section 33, Township 152 North, Range 91 West, Mountrail County, North Dakota. The combined lands contain 160 acres, more or less.

**EXHIBIT "A" ATTACHED TO AND MADE A
PART OF LICENSE NO. DACW45-3-13-8024**

